

NOT RECOMMENDED FOR FULL-TEXT PUBLICATION

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Case No. 07-1839

**UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT**

DONGAH TIRE AND RUBBER,

Plaintiff-Appellee,

v.

NUCLEON, L.L.C., *et al.*,

Defendants-Appellants.

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**ON APPEAL FROM THE
UNITED STATES DISTRICT
COURT FOR THE EASTERN
DISTRICT OF MICHIGAN**

BEFORE: NORRIS, BATCHELDER, and GIBBONS, Circuit Judges.

ALICE M. BATCHELDER, Circuit Judge. Dongah Tire and Rubber signed an agreement with Nucleon, L.L.C., which Nucleon subsequently assigned to Angstrom USA, L.L.C. When Dongah sued, seeking a declaratory judgment that the agreement was not exclusive, Angstrom counterclaimed, and Dongah subsequently amended its complaint to include breach of contract.

Eventually, Dongah obtained summary judgment as to all claims. Angstrom appealed only the grant of summary judgment on its claim that Dongah had breached the contract. After carefully reviewing the record, the law, and the arguments presented in the appellate briefs, we conclude that the district court's opinion dated March 29, 2007, granting judgment to Dongah on that claim, correctly sets out the applicable law and correctly applies that law to the facts contained in the record. The issuance of a full written opinion by this court would serve no useful purpose. Accordingly, for the reasons stated in the district court's opinion, we **AFFIRM**.